

GENERAL PUBLIC WORKS CONTRACT - SMALL PROJECT
(Median Highway Sidewalk at Rio Robles)

THIS CONTRACT, entered into this _____ day of _____, 2005, by and between the City of Kerrville, Texas, hereinafter referred to as the "Owner", and _____, whose address is _____, hereinafter referred to as the "Contractor", is made for the following considerations:

1. The Contractor shall perform along Medina Highway (Hwy 16) at Rio Robles all work described in the contractor's proposal attached hereto as Exhibit "A", hereinafter referred to as "Proposal", and in accordance with the engineering drawings numbered S1 through S6 attached hereto, hereinafter referred to as "Specifications", and incorporated herein by reference. In the event that the attached Proposal or Specifications fail to provide details related to the work to be performed, the work shall be performed in accordance with the directions of the Owner's Representative.
2. Whenever the words "Owner's Representative" or "representative" is used in this contract, it shall be understood as referring to Charlie Hastings, P.E., City Engineer, or to such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular under this agreement.
3. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.
4. The Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract.
5. All work shall be done and all materials furnished in strict conformity with the contract.
6. The Owner's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will he be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. He will not be responsible for the Contractor's failure to perform the work in accordance with the contract.

7. All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall be understood to mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications. It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.
8. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.
9. **THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.**
10. Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, material, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this contract. When Owner so requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
11. Contractor shall carry insurance in the following types and amounts for the duration of this Contract and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof to City:
 - A. To the extent required by Texas Labor Code §409.096, workers' compensation insurance to cover Contractor's employees;

- B. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000. The policy must provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City.

Contractor shall not commence work under this Contract until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office. Contractor shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after Owner has received written notice of such cancellation or change.

12. Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned within a reasonable time after a written notice by the Owner, Owner may remove and replace it at Contractor's expense.
13. Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one(1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.
14. The Owner may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
 - (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating possible filing of claims.
 - (c) Failure of the Contractor to make payments promptly to subcontractors or for material or labor which the Owner may pay as an agent for the Contractor.
 - (d) Damages to another contractor or subcontractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld because of them.

15. This contract may not be assigned in any way without the specific, written consent of the Owner.
16. After all work is completed by the Contractor, and the Owner has inspected and approved that work, the Owner shall not later than thirty (30) days thereafter issue payment to the Contractor the balance of the amount due under the contract as proposed in Exhibit "A", hereto. The Owner shall be the final judge of when work is completed by the Contractor. Except as set forth in Exhibit "A", the Owner shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all work is completed by the Contractor.
17. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
18. In the event of conflict between the provisions of any attachments or exhibits to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.

SIGNED AND AGREED THIS ____ DAY OF _____, 2005.

OWNER, City of Kerrville, Texas

CONTRACTOR

By: _____
Ron K. Patterson, City Manager

By: _____

ATTEST:

Brenda Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

EXHIBIT A

Proposal: Contractor agrees to provide all labor, materials, and all incidentals necessary to complete "The Work" for the following Unit Prices:

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT
1.	1310	LF	5-FT wide concrete sidewalk per plans and specifications complete in place (detail on Sheet S-2 shows backfill behind sidewalk, all spoil dirt from job is to be used as backfill behind the sidewalk, especially in the area between G-Street and the large concrete flume and channel).	\$ _____	\$ _____
2.	2	EA	TxDOT Type 7 directional curb ramps with truncated-dome surface concrete pavers per plans and specifications complete in place.	\$ _____	\$ _____
3.	2	EA	10ft x 5ft x 1/4" thick galvanized 'diamond' floor plate, complete in place per plans and specifications.	\$ _____	\$ _____
4.	50	LF	TxDOT pedestrian rail Type PR-1 per plans and specifications complete in place.	\$ _____	\$ _____
5.	1	LS	TxDOT traffic control per plans and specifications.	\$ _____	\$ _____
Total					\$ _____